



**SOLID WASTE ADVISORY COMMISSION  
FEBRUARY 10, 2010, 6:30 P.M.  
CITY HALL, COUNCIL CHAMBERS  
301 WEST 2<sup>ND</sup> STREET  
AUSTIN, TEXAS 78701**

**CURRENT BOARD MEMBERS:**

Gerry Acuna, Chair  
Brent Perdue

Rick Cofer, Co-Chair  
Bob Schafer

J.D. Porter  
Maydelle Fason

Fayez Kazi

**AGENDA**

**CALL TO ORDER**

**1. CITIZEN COMMUNICATION: GENERAL**

The first four (4) speakers signed up prior to the meeting being called to order will each be allowed a three-minute allotment to address their concerns regarding items not posted on the agenda.

**2. APPROVAL OF MINUTES**

**3. OLD BUSINESS**

- a. Discussion – Solid Waste Management District Sub-Committee Update
- b. Discussion – Recycling Ordinance Sub-Committee Update

**4. NEW BUSINESS**

- a. Discussion – Smaller Garbage Bin Option
- b. Discussion – Include Recycled Content Specification for SWS Purchasing

**5. STAFF BRIEFINGS**

**a. Discussion and Action – Greenstar RCA**

Approve the execution of a restated and amended contract with Mid-America Recycling, L.L.C. dba Greenstar for the transport, processing, and sale of commingled recycling material for a 36-month term with estimated revenue of \$7,661,354 and estimated processing and transportation expenditures in an amount not to exceed \$14,782,935 and four (4) 6-month extension options related to the completion of the City's proposed single-stream material recovery facility, with estimated revenue of \$1,322,317 and estimated processing and transportation expenditures in an amount not to exceed \$2,640,319 per extension option, for a total contract not to exceed \$12,393,589.

**b. Discussion and Action – Master Plan RCA**

Authorize execution of a professional services agreement with HDR ENGINEERING, INC. (NON MBE/WBE, 65.4%), Austin, TX, for planning services for the Integrated Solid Waste Management Master Plan in an amount not to exceed \$1,099,014.00 plus a \$110,000.00 contingency, for a total contract amount not to exceed \$1,209,014.00.

**6. FUTURE AGENDA ITEMS**

**ADJOURNMENT**

The City of Austin is committed to compliance with the American with Disabilities Act. Reasonable modifications and equal access to communications will be provided upon request. Meeting locations are planned with wheelchair access. If requiring Sign Language Interpreters or alternative formats, please give notice at least 4 days before the meeting date. Please call Annette Moreno at Solid Waste Services Department, at (512) 974-1987, for additional information; TTY users route through Relay Texas at 711.

For more information on the Solid Waste Advisory Commission, please contact Annette Moreno at (512) 974-1987.



**Solid Waste Services  
CITY OF AUSTIN**

**AGENDA  
DATE: 2/11/2010**

**RECOMMENDATION FOR COUNCIL ACTION**

**Title:** 012810 Mid-America Recycling, L.L.C. dba Greenstar

**Subject:** Approve the execution of a restated and amended contract with Mid-America Recycling, L.L.C. dba Greenstar for the transport, processing, and sale of commingled recycling material for a 36-month term with estimated revenue of \$7,661,354 and estimated processing and transportation expenditures in an amount not to exceed \$14,782,935 and four (4) 6-month extension options related to the completion of the City's proposed single-stream material recovery facility, with estimated revenue of \$1,322,317 and estimated processing and transportation expenditures in an amount not to exceed \$2,640,319 per extension option, for a total contract not to exceed \$12,393,589.

**Amount and Source of Funding:** Funding is available in the Fiscal Year 2009 Operating Budget through an end of year accounting accrual and in the Fiscal Year 2010 Operating Budget of the Solid Waste Services Department.

**Fiscal Note:** There is no unanticipated fiscal impact. A fiscal note is not required.

**Agenda Category:** Solid Waste Services

**For More Information:** Tammie Williamson, Acting Director, (512) 974-1997

**Prior Council Action:** June 5, 2008 - Council approved the current contract with Mid-America Recycling, L.L.C. dba Greenstar (formerly Vista Fibers).

**Boards and Commission Action:** To be reviewed by the Solid Waste Advisory Commission on February 10, 2010.

**Purchasing Language:**

**MBE/WBE:**

The Solid Waste Services Department (SWS) implemented Single-Stream Recycling in October 2008 and executed a short-term contract, approved by Council in 2008, with Mid-America Recycling, L.L.C. dba Greenstar for the transportation, processing, and sale of single-stream recycling material. The City executed a short-term contract in order to evaluate options to build a new local Single-Stream Material Recovery Facility (SSMRF). Although the City recently issued a Request for Proposal (RFP) to establish and operate a local SSMRF, selection and construction could take some time to complete. The City's contract with Greenstar expires on September 30, 2010, and there are no extension options after September 2011.

On December 17, 2009, Council authorized staff to renegotiate the contract based on the amendment option 3 with the Solid Waste Advisory Commission's recommendations and return to Council for authorization to execute.

Summary of Proposed Contract Amendment. The proposed contract amendment will reduce the current processing fee by \$3.50 per ton for all materials collected in the single-stream recycling program for the remainder of the existing 2-year contract term, and requires the City to immediately execute

the two (2) 6-month extensions, effectively extending the contract through September 2011. The anticipated savings in processing costs, compared to current costs for the same time period, is approximately \$400,000 – assuming 100% of the material is delivered through the entire contract period. After March 2011, the City is only required to deliver 50% of all material to Greenstar. By not sending 50% of the material to Greenstar from April 2011 through September 2011, there would be a cost avoidance of approximately \$690,000, but the City would have to find a more economical alternative for processing the material in order to realize any further savings than those provided by the pricing in this amendment. This amendment also includes four (4) 6-month extension options after September 2011, requiring only 50% of the material, and the City will have the right to exercise the extensions one at a time. This amendment will allow the City flexibility in anticipation of a new local SSMRF.

The City is committed to deliver 100% of the material to Greenstar for 30 months but during the last six months of the 36-month period, and for each 6-month extension option thereafter, the City is only required to deliver 50% of its material to Greenstar. The City will notify Greenstar no later than sixty (60) days prior to each 6-month extension option if the City intends to exercise another 6-month option in full, or if the City believes the start-up of the new SSMRF will occur within the subsequent six-month option period. In the event the new SSMRF is expected to be operational within the identified six-month option period, Greenstar will agree to work cooperatively with the City and its SSMRF contractor on a month-to-month basis during the transition phase.

**Staff Recommendation.** Staff recommends approving the proposed amendment which will (1) allow the City to continue providing Single Stream Recycling services to Austin residents and (2) provide the City with flexibility while planning for construction of a local SSMRF.

**Detailed Background.** The current Greenstar contract was negotiated during the spring of 2008, approved by Council on June 5, 2008, and went into effect on October 1, 2008. The current contract is a 2-year agreement with two (2) 6-month extension options. Terms of the contract included a stipulation that all transportation costs and processing fees due to Greenstar were to be deducted by Greenstar from the gross revenue from the sale of recyclable materials collected by the City of Austin. The contract was amended in February, 2009, to clarify terms related to transportation costs.

During the first year of single-stream recycling operations, the program experienced a 50% increase in the amount of materials being recycled as well as a decrease in operational costs as a result of moving to every-other-week collections. However, the worldwide economic downturn caused an unpredictable and severe negative effect on recycling markets. As a result, the City experienced a deficit. To address the City's contract concerns, the City and Greenstar discussed: 1) extending the length of the contract to ensure there is no interruption in the Single-Stream Recycling Program before a local SSMRF is operational, 2) establishing lower processing fees in exchange for extending the contract length, and 3) obtaining proper authorization to pay any amount owed to Greenstar throughout the term of the contract. On December 17, 2009, Council provided authorization to pay the amount currently owed to Greenstar for transportation and processing costs and authorized staff to complete negotiations with Greenstar, with additional discussion on utilizing audit procedures, specifying the definition of market prices, and obligating Greenstar to recycle all recyclables sent to them by the City of Austin.

**Proposed Amendment Details.** Greenstar will reduce the current processing fee by \$3.50 per ton for all materials collected in the single-stream recycling program, provided the City commits to the remainder of the existing 2-year contract term and immediately executes the two (2) 6-month extensions, effectively extending the contract through September 2011. This amendment option also includes a series of four (4) 6-month extension options after September 2011 in which the City will have the right to exercise the extensions one at a time.

Council authorization to execute this amendment option is requested to provide Greenstar the total amount due for processing and transportation services.

Estimated total expenditures for processing and transportation services, and estimated gross revenue under this amendment option are as follows:

**\*36-Month Commitment**

10/1/08 through 9/30/11

Estimated Total Expenditures - \$14,782,935

Estimated Gross Revenue - \$7,661,354

**\*Additional Four (4) Six-Month Extensions (Each at City's Option)**

10/1/11 through 9/30/13

Estimated Expenditures per Option - \$2,640,319

Estimated Revenue per Option - \$1,322,317

**\*Note:** During the last six months of the 36-month period, and for each 6-month extension option thereafter, the City is only required to deliver 50% of material to Greenstar. For purposes of estimating expenditures and revenue, 100% of material is used.

Over the 36-month commitment through September 2011, a conservatively estimated gross revenue amount of \$7,661,354 is expected (assuming 100% of material is delivered), with expenditures for processing and transportation services estimated at \$14,782,935. Total processing fee savings over the 36-month period when compared to current contract terms is estimated at approximately \$400,000. Each of the four additional 6-month extension options after September 2011 will be exercised by the City as needed.

With regards to the specific concerns identified by the City Council, the proposed amended contract includes clauses that:

- (1) Strengthen the City's ability to conduct a thorough audit;
- (2) Clarify the recycling market being used to calculate revenues;
- (3) Explicitly requires the contractor to recycle all material that can be recycled, regardless of profitability; and
- (4) Clarifies back payments and authorizes future payments to Greenstar.

Proposed final updated 020510

**Amended and Restated Contract  
between the  
City of Austin and Mid-America Recycling, L.L.C. dba Greenstar  
for Single-Stream Recycling**

This Amended and Restated Contract ("Contract") is between the City of Austin, a Texas home-rule municipal corporation ("City") and Mid-America Recycling, L.L.C. dba Greenstar ("Contractor") having offices at 3303 Aniol Street, San Antonio, Texas 78219 for the transporting, processing, and sale of single-stream recyclable material.

**Background**

1. On June 5, 2008, the City Council authorized the execution of a 24-month revenue contract, effective October 1, 2008, with the Contractor for the transport, processing, and sale of commingled recycling material with two 6-month extension options. The contract provided that processing fees and transportation costs due Contractor would be deducted from the sale of recyclable materials collected by the City. In February, 2009, the contract was amended to clarify terms related to transportation costs.
2. During the first year of single-stream recycling operations, the City's program experienced a 50% increase in the amount of materials collected. However, an economic downturn caused an unpredictable and severe negative effect on the recycling markets resulting in a revenue contract that was revenue negative and with a cost deficit that could not be paid from gross revenue.
3. Due to the contract deficit, City Council authorized the negotiation of a restated and amended contract on December 17, 2009, with Contractor for a 36-month term with four 6-month extension options in exchange for a \$3.50 per ton processing cost reduction from Contractor. Council also authorized payment to Contractor for accrued processing and transportation costs.
4. On February \_\_\_, 2010, the City Council authorized the execution of this Contract.

**Now Therefore**, the parties, in consideration of mutual obligations undertaken, agree as follow:

**Section 1. Definitions**

In addition to the defined terms stated in this Contract, capitalized terms in this Agreement have the following meanings:

"Appropriate", "Appropriated", or "Appropriation" is the adoption by the City Council of a budget for a fiscal year that includes payments to be made under a contract during the respective fiscal year.

"Colored High Density Polyethylene" (CHDPE) shall mean opaque plastic containers labeled with the #2 code.

“Glass” means glass jars, bottles, and containers.

“High density polyethylene” (HDPE) means translucent plastic containers labeled with #2 code (U.S. EPA 1995c)

“High Price” is the sale price of paper fibers such as Mixed Paper, Old Corrugated Containers, and Old Newspaper that is generated and published in first week of each month for the Southwest Region by Paperboard Packaging.

“Low Density Polyethylene” (LDPE) shall mean squeezable bottles, such as honey and mustard, with the #4 code.

“Mixed Paper” shall mean recovered paper that is not sorted in specific categories including junk mail, magazines, Old Corrugated Containers (OCC), folding boxes (cereal box), aseptic packaging, telephone books, wrapping paper and other paperboard products (U.S. EPA, 1993a).

“Offer” is a complete signed response to a City solicitation including, but not limited to, an invitation for bid, a request for proposal, a request for qualification statements, or a request for quotation.

“Official Board Market” (OBM) is the pricing index used to determine the sale price of paper fibers such as Mixed Paper, Old Corrugated Containers, and Old Newspaper that is generated and published weekly by Paperboard Packaging. As used in the Contract, this term means the Southwest Region, High Price pricing published in the first week of each month.

“Old Corrugated Containers” (OCC) means corrugated containers having liners of either test liner, jute, or kraft. (Paper Stock Industries Chapter Standards and Practices Circular).

“Old Newspaper” (ONP) means newspaper, containing not more than the normal percentage of rotogravure and colored sections. (Reference: Paper Stock Industries Chapter Standards and Practices Circular).

“Other Plastics” with the #7 code means a wide variety of plastic resins that don't fit into plastic numbers 1 through 6.

“Polyethylene terephthalate” (PETE) is clear plastic containers labeled with the 1# code. PETE container use includes soft drinks, water, sports drinks, mouthwash and salad dressing. (U.S. EPA 1995c).

“Polypropylene” (PP) shall mean packaging, film and containers with the #5 code. PP containers include catsup, yogurt, magazine, and medicine containers.

“Polystyrene” (PS) shall mean clear, hard and brittle plastics with the #6 code and is usually used for plastic cutlery and food containers.

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“Polyvinyl Chlorine” (PVC) shall mean vinyl products with the #3 code and its application can be for pipe fittings, floor tiles, food and non-food packaging.

“Residual Material” (Trash) means non-recyclable waste such as disposable diapers, animal waste, soiled paper plates, toilet tissue and any other materials that are rendered non-recyclable due to residual contamination.

“Used Aluminum Beverage Cans” (UBC) means beverage containers made of aluminum material.

“Steel” means containers made of tin-coated steel such as cans for food packaging (U.S. EPA 1995c) including food cans, beverage cans, aerosol cans and lids from bottles and jars.

## **Section 2. Grant of Authority, Services, and Duties**

**2.1 Engagement of the Contractor** Subject to the general supervision and control of the City and subject to the provisions of the Terms and Conditions contained in this Agreement, the Contractor is engaged to provide the services set forth in Section 3, Scope of Work.

**2.2 Responsibilities of the Contractor** The Contractor shall provide all technical and professional expertise, knowledge, management, and other resources required for accomplishing all aspects of the tasks and associated activities identified in the Scope of Work. In the event that the need arises for the Contractor to perform services beyond those stated in the Scope of Work, the Contractor and the City shall negotiate mutually agreeable terms and compensation for completing the additional services.

**2.3 Responsibilities of the City** The City’s Contract Manager will be responsible for exercising general oversight of the Contractor’s activities in completing the Scope of Work. Specifically, the Contract Manager will represent the City’s interests in resolving day-to-day issues that may arise during the term of this Contract, shall participate regularly in conference calls or meetings for status reporting, shall promptly review any written reports submitted by the Contractor, and shall approve all invoices for payment, as appropriate. The City’s Contract Manager shall give the Contractor timely feedback on the acceptability of progress and task reports.

**2.4 Designation of Key Personnel** The Contractor’s Contract Manager for this engagement shall be Dean Gorby, Phone: (210) 226-6371; or John F. Rabon, Phone: (210) 226-6371. The City’s Contract Manager for the engagement shall be Vidal Maldonado, Phone: (512) 974-7687; Bert Brown, Phone: (512) 974-4315, or Bobby Jones, Phone: (512) 974-1955.

## **Section 3. Scope of Work**

**3.1 Contractor’s Obligations** The Contractor shall fully and timely perform all tasks pertaining to a recycling processing facility, such as receiving, transporting, sorting, processing, storing, and selling recyclable materials collected by the City in strict accordance with the terms, covenants, and conditions of this Contract and all applicable Federal, State, and local laws, rules, and regulations.

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**3.2 Tasks** In order to accomplish the work described herein, the Contractor shall perform each of the following tasks:

**3.2.1** Contractor shall follow the City's regular recycling collection and holiday collection schedules. The City's recycling collection program normally operates Monday through Friday, except when crews are off due to a holiday, in which case crews will work on the following Saturday. City crews do not collect recyclable material on the holidays listed in Section 19.37.

**3.2.2** Contractor shall guarantee an adequate number of trailers with drivers, to handle the volume of single-stream recyclable material generated by the City, each day, Monday through Friday to be loaded in Austin and taken to San Antonio for unloading. The Contractor will then return to Austin on a schedule mutually agreed by the parties.

**3.2.3** Contractor shall increase the numbers of drivers and hours after collection holidays to accommodate the larger volumes of recyclable material due to the skipped collection days.

**3.2.4** The City will load recyclable material to Contractor's trucks from an agreed upon location in the Austin area.

**3.2.5** After the Contractor has deducted all processing fees from the sale of recyclable material, the cost incurred by Contractor to transport the material to their processing facility will be deducted from the net revenue due to the City.

**3.2.6** If the Contractor's San Antonio facility is not operational at any time during the term of this Contract, Contractor will transport the recyclable material to another processing facility at no additional transportation cost to the City. The City may, at its option, choose to assume all responsibility for transporting material to the San Antonio facility and the Contractor agrees to accept all single-stream material delivered by the City throughout the duration of this Contract. If the City chooses to assume responsibility for transportation, the City must provide the Contractor with a minimum of thirty (30) days notice.

**3.2.7** Contractor will furnish the City with a report monthly with invoices detailing the labor, fuel, equipment leases and other directly related transportation costs to be deducted from the City's revenue payment.

#### **Section 4. Term and Termination**

The Contract shall become effective on the date executed by both parties. The initial term of this Contract shall be from October 1, 2008 through September 30, 2011 for a term of 36 months, unless terminated earlier in accordance with this Contract ("Initial Term"). After the Initial Term, the City has the option to extend the Contract for up to four (4) six (6) month periods, if the City provides written notice to the Contractor at least sixty (60) days prior to each extension period and the Contractor and City Purchasing Officer or his designee agree in writing.



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**Section 5. Amount of Recyclable Material**

During the first 30 months of the Initial Term, the City shall provide 100% of the City collected single-stream recyclable material to the Contractor. In months 31-36 of the Initial Term and in each extension option, if any, the City shall provide the Contractor with at least 50% of the City collected single-stream recyclable material, based on the City's actual monthly tonnage for the six months prior to the respective measurement date of 1) the first day of month 31 for the months 31-36 Initial Term period and 2) the first day of the first month of an extension period, if any.

**Section 6. Contract Amount**

The total contract price for the Initial Term and four (4) six (6) month extension options under this Contract shall not exceed \$12,393,589. During the Initial Term, the City's total payment to Contractor for processing and transportation costs shall not exceed \$14,782,935 with the Contractor's estimated revenue payments to the City in an amount of \$7,661,354. The City's total payment for each six month extension period, if any, for processing and transportation costs shall not exceed \$2,640,319 with the Contractor's estimated revenue payments of \$1,322,317. The City agrees to pay the Contractor for accrued processing and transportation costs in an amount not to exceed \$2,640,319 for the period of October 1, 2008 to September 30, 2009.

**Section 7. Recyclable Material Pricing**

The total revenue sharing and processing prices per ton of recyclable material for purposes of this Contract for October 1, 2008 to January 31, 2010, shall be as follows:

Category of Material	Price per ton
Fiber grades (ONP, OCC, Mixed Paper)	90% of OBM minus \$70 per ton
Containers (Steel, UBC, HDPE, PETE, PVC, LDPE, PP, PS, Other Plastics)	75% of sale minus \$90 per ton
Glass	Processing fee of \$90 per ton
Residual Material (Trash)	Processing fee of \$90 per ton

The total revenue sharing and processing prices per ton of recyclable material for purposes of this Contract for February 1, 2010 to September 30, 2011, and during each of four (4) six (6) month extension option periods, provided the City exercises an extension option, shall be as follows:

Category of Material	Price per ton
Fiber grades (ONP, OCC, Mixed Paper)	90% of OBM minus \$66.50 per ton
Containers (Steel, UBC, HDPE, PETE, PVC, LDPE, PP, PS, Other Plastics)	75% of sale minus \$86.50 per ton
Glass	Processing fee of \$86.50 per ton
Residual Material (Trash)	Processing fee of \$86.50 per ton

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#### **Section 8. Amount Due to Contractor**

Contractor shall deduct all processing fees and transportation costs from the sale of recyclable material provided by the City. Deduction of processing fees and transportation costs from the sale of recyclable material provided by the City shall be full compensation to the Contractor for those services, and after the deduction of Contractor's processing fees and transportation costs, the remaining amount is net revenue due to the City. However, in the event revenue due the City in any given month is insufficient to cover the entire cost of processing and/or transportation for that month, the Contractor will invoice the City for the insufficient amount and the City will make payment by check to the Contractor.

#### **Section 9 Payment Procedures**

##### **9.1 Payments to the Contractor from the City for Processing and Transportation Costs**

**9.1.1** All Contractor proper invoices received by the City will be paid within thirty (30) calendar days of the City's receipt of the deliverable or of the invoice, whichever is later. Federal excise taxes, State taxes, or City taxes must not be included in the invoiced amount. The City will provide a tax exemption certificate upon request.

**9.1.1.1** The following documentation must accompany each monthly invoice:

**9.1.1.1.1** Date, truck number, ticket number, and net weight for all loads per day

**9.1.1.1.2** Monthly total tonnage by type of recycling commodity received for processing

**9.1.1.1.3** Weight of Residual Material

**9.1.1.1.4** Revenue received for recycling commodity sold.

**9.1.1.1.5** Revenue payment due the City.

**9.1.1.1.6** Processing costs of the Contractor

**9.1.1.1.7** Transportation costs due the Contractor

**9.1.2** If a payment is not timely made as stated in Section 9.1.1, interest shall accrue on the unpaid balance at the lesser of one percent per month or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.

**9.1.3** Notice is given of Article VIII, Section 1 of the Austin City Charter which prohibits the payment of any money to any person, firm or corporation who is in arrears to the City for taxes, and of Section 2-8-3 of the Austin City Code concerning the right of the City to offset indebtedness owed the City.

**9.1.4** For the City's Fiscal 2009-2010 year, the City has Appropriated \$2,400,000 for this contract. The awarding or continuation of this Contract is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds Appropriated and available for the contract. The absence of Appropriated or other lawfully available funds shall render the Agreement null and void to the extent funds are not appropriated or available. The City shall provide the Contractor written notice of the failure

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of the City to make an adequate Appropriation for any fiscal year to pay the amounts due under the Agreement, or the reduction of any Appropriation to an amount insufficient to permit the City to pay its obligations, *if any*, under the Contract. In the event of non or inadequate appropriation of funds, there will be no penalty nor removal fees charged to the City.

## **9.2 Revenue Payments to the City from the Contractor**

**9.2.1** If revenue is due to the City, the Contractor, for and in consideration of the recycled material purchased, and the rights and privileges granted under this Contract, agrees to pay the City on a monthly basis, without notice, and free from any and all claims, or set-offs against the City, the amounts set forth in Section 7 Recyclable Material Pricing.

**9.2.2 Due Date** After all recyclable material tonnage has been received by the Contractor for each month, the Contractor shall make each revenue payment to the City, if applicable, no later than thirty (30) calendar days after the last day of the previous month during which recycling services were provided by Contractor. Payments shall be based on the total tonnage received for the previous month of service.

**9.2.3** Revenue payments should be made by check and mailed to the Solid Waste Services Department, Attn.: SWS Finance, P.O. Box 1088, Austin, Texas 78767. Each check shall include an itemized report including the volume of each recyclable material processed, market prices used for calculating revenue, processing fees, and breakdown of transportation costs.

**9.2.4** The termination of this Agreement, by the lapse of time or otherwise, shall not relieve Contractor of its obligation to pay any fees or charges that have accrued during the period in which this Agreement is in effect.

**9.2.5 Late Payment Penalty** A late payment penalty will be levied for all payments not received by the due date as described in Section 9.2.2. Interest will accrue on the unpaid balance at the lesser of one percent per month or the maximum lawful rate.

**Section 10. Recycling Market Identification** The Contractor shall provide specific and detailed market information/documentation to support the Contractor's monthly reports on the sale prices for each recyclable commodity delivered to the Contractor by the City. The sale and revenue of all fiber grades including Mixed Paper, Old Corrugated Containers, and Old Newspaper provided by the City shall be based on the Official Board Market Southwest Region, High Price. The Contractor has proprietary and confidential agreements in place with third parties to sell the City containers, and the City shall be allowed to review and confirm appropriate market/sales information in the agreements to verify the actual sales prices and gross revenue received from the Contractor's sale of recyclable material from the City per month. The sale price for containers shall be the Contractor's agreement(s) sales price.

**Section 11. Recycling Guarantee** As long as the City continues to compensate the Contractor for processing of recycling material, the Contractor shall be obligated to process all single-stream

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material received from the City. Regardless of the profitability of such processing, the Contractor agrees to reclaim, insofar as possible, all recyclable/reusable material and it will continue to transfer or sell recyclable/reusable material to third parties for reuse or resale. Under this Contract, the Contractor shall not place City recyclable material in a landfill or transfer recyclable material to a third party for disposal in a landfill. However, the Contractor may place Residual Material in a landfill for disposal. Any landfill disposal of material must be in full compliance with all laws, ordinances, rules and regulations as established by the State of Texas, U.S. Environmental Protection Agency, and any other federal, state, or local governmental provisions prevailing during the term of this Contract.

## **Section 12. (Reserved)**

**Section 13. Right To Assurance** Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract.

**Section 14. Default** The Contractor shall be in default under the Contract if the Contractor (a) fails to fully, timely and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance under the "Right to Assurance" paragraph (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States, or (d) makes a material misrepresentation in a report, invoice, or other documentation required under this Contract to be submitted by the Contractor to the City.

**Section 15. Termination For Cause** In the event of a default by the Contractor, the City shall have the right to terminate the Contract for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Contractor, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of the Contractor's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. Additionally, in the event of a default by the Contractor, the City may remove the Contractor from the City's vendor list for three (3) years and any Offer submitted by the Contractor may be disqualified for up to three (3) years. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law.

**Section 16. Fraud** Fraudulent statements by the Contractor on any offer shall be grounds for the termination of the Contract for cause by the City and may result in legal action.

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**Section 17. Other Deliverables**

**17.1 Insurance** The following insurance requirement applies to the Contractor.

**17.1.1 General Requirements**

**17.1.1.1** The Contractor shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract, warranty, and any extension options.

**17.1.1.2.**The Contractor shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to contract execution and within fourteen (14) calendar days after written request from the City.

**17.1.1.3** The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.

**17.1.1.4** The Contractor shall not commence work until the required insurance is obtained and has been reviewed by City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.

**17.1.1.5** The Contractor must submit certificates of insurance to the City for all subcontractors prior to the subcontractors commencing work on the project.

**17.1.1.6** The Contractor's and all subcontractors' insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of B+VII or better. The City will accept workers' compensation coverage written by the Texas Workers' Compensation Insurance Fund and other carriers approved by the City.

**17.1.1.7** All endorsements naming the City as additional insured, waivers, and notices of cancellation endorsements as well as the Certificate of Insurance shall contain the contract reference number, the Buyer's name, and the Contractor's email address, and shall be mailed to the following address:

Attn: Roy Rivers  
Contract Ref: Single-Stream Recycling

City of Austin  
Purchasing Office  
P. O. Box 1088  
Austin, Texas 78767

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**17.1.1.8** The "other" insurance clause shall not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required in the Contract, covering both the City and the Contractor, shall be considered primary coverage as applicable.

**17.1.1.9** If insurance policies are not written for amounts specified below, the Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.

**17.1.1.10** The City shall be entitled, upon request, at an agreed upon location, and without expense, to review certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.

**17.1.1.11** The City reserves the right to review the insurance requirements set forth during the effective period of the Contract and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Contractor.

**17.1.1.12** The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.

**17.1.1.13** The Contractor shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. All deductibles or self-insured retentions shall be disclosed on the Certificate of Insurance.

**17.1.1.14** The Contractor shall endeavor to provide the City thirty (30) calendar days written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within the Contract.

**17.1.2 Specific Coverage Requirements** The Contractor shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract, warranty, extension options, and hold over periods. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Contractor.

**17.1.2.1 Commercial General Liability Insurance** The minimum bodily injury and property damage per occurrence are \$500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injuries). The policy shall contain the following provisions and endorsements.

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17.1.2.1. Blanket contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.

17.1.2.2 Independent Contractor's Coverage.

17.1.2.3 Products/Completed Operations Liability for the duration of the warranty period.

17.1.2.4 Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage.

17.1.2.5 Thirty (30) calendar days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage.

17.1.2.6 The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage.

**17.1.2.2 Business Automobile Liability Insurance** The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident. The policy shall contain the following endorsements:

17.1.2.2.1 Waiver of Subrogation, Endorsement TE 2046A, or equivalent coverage.

17.1.2.2.2 Thirty (30) calendar days Notice of Cancellation, Endorsement TE 0202A, or equivalent coverage.

17.1.2.2.3 The City of Austin listed as an additional insured, Endorsement TE 9901B, or equivalent coverage.

**17.1.2.3 Worker's Compensation and Employers' Liability Insurance.** Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee. The policy shall contain the following provisions and endorsements:

17.1.2.3.1 The Contractor's policy shall apply to the State of Texas.

17.1.2.3.2 Waiver of Subrogation, Form WC 420304, or equivalent coverage.

17.1.2.3.3 Thirty (30) calendar days Notice of Cancellation, Form WC 420601, or equivalent coverage.

**17.2.4. Environmental Impairment Liability Insurance** This coverage shall be provided with a minimum limit of \$1,000,000 per claim to pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages by reason of sudden and accidental or non-sudden and accidental pollution arising out of the transportation, storage, or permanent disposal of hazardous and non-hazardous wastes.

With respect to sudden and accidental occurrences, all Contractors and/or Subcontractors who own or operate a treatment, storage and disposal facility must demonstrate financial responsibility for bodily injury and property damage to third parties of at least \$1,000,000 per occurrence.

With respect to non-sudden and accidental occurrences, all Contractors and/or Subcontractors who own or operate a surface impoundment, landfill or land treatment facility that is used to manage hazardous wastes must demonstrate financial responsibility for bodily injury and property damage to third parties of at least \$1,000,000 per occurrence. The amounts of coverage must be exclusive of legal defense costs.

**17.2.5 Endorsements.** The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval which will not be unreasonably withheld.

**17.2.6 Certificate.** The following statement must be shown on the Certificate of Insurance.

The City of Austin is an Additional Insured on the general liability and the auto liability policies. A Waiver of Subrogation is issued in favor of the City of Austin for general liability, auto liability and workers compensation policies.

## **17.2 Equal Opportunity**

**17.2.1 Equal Employment Opportunity.** No Contractor or Contractor's agent, shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No bid submitted to the City shall be considered, nor any Purchase Order issued, or any Contract awarded by the City unless the Contractor has executed and filed with the City Purchasing Office a current Non-Discrimination Certification. The Contractor shall sign and return the Non-Discrimination Certification attached hereto as Exhibit B.

**17.2.2 Americans With Disabilities Act (ADA) Compliance** No Contractor, or Contractor's agent shall engage in any discriminatory employment practice against individuals with disabilities as defined in the ADA.



**17.3 Delays:**

**17.3.1** The City may delay scheduled delivery or other due dates by written notice to the Contractor if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Contract, the City and the Contractor shall negotiate an equitable adjustment for costs incurred by the Contractor in the Contract price and execute an amendment to the Contract. The Contractor must assert its right to an adjustment within thirty (30) calendar days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution process specified herein. However, nothing in this provision shall excuse the Contractor from delaying the delivery as notified.

**17.3.2** Neither party shall be liable for any default or delay in the performance of its obligations under this Contract if, while and to the extent such default or delay is caused by acts of God, fire, riots, civil commotion, labor disruptions, sabotage, sovereign conduct, or any other cause beyond the reasonable control of such Party. In the event of default or delay in contract performance due to any of the foregoing causes, then the time for completion of the services will be extended; provided, however, in such an event, a conference will be held within three (3) business days to establish a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.

**Section 18. Warranties**

**18.1 Warranty – Services.** The Contractor warrants and represents that all services to be provided the City under the Contract will be fully and timely performed in a good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of the Contract, and all applicable Federal, State and local laws, rules or regulations.

**18.1.1** The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law, and any attempt to do so shall be without force or effect.

**18.1.2** Unless otherwise specified in the Contract, the warranty period shall be at least one year from acceptance of the services. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand perform the services again in accordance with above standard at no additional cost to the City. All costs incidental to such additional performance shall be borne by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach warranty, but failure to give timely notice shall not impair the City's rights under this section.

**18.1.3** If the Contractor is unable or unwilling to perform its services in accordance with the above standard as required by the City, then in addition to any other available remedy, the City may reduce the amount of services it may be required to purchase under the

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Contract from the Contractor, and purchase conforming services from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such services from another source.

## **Section 19 Miscellaneous**

**19.1 Place and Condition of Work.** The City shall provide the Contractor access to the sites where the Contractor is to receive recyclable material from the City in order for the Contractor to perform the services in a timely and efficient manner. The Contractor acknowledges that it has satisfied itself as to the nature of the City's service requirements and specifications, the location and essential characteristics of the work sites, the quality and quantity of materials, equipment, labor and facilities necessary to perform the services, and any other condition or state of fact which could in any way affect performance of the Contractor's obligations under the contract. The Contractor hereby releases and holds the City harmless from and against any liability or claim for damages of any kind or nature if the actual site or service conditions differ from expected conditions.

### **19.2 Workforce**

**19.2.1** The Contractor shall employ only orderly and competent workers, skilled in the performance of the services which they will perform under the Contract.

**19.2.2** The Contractor, its employees, subcontractors, and subcontractor's employees may not while engaged in participating or responding to a solicitation or while in the course and scope of delivering goods or services under a City of Austin contract or on the City's property:

**19.2.2.1** use or possess a firearm, including a concealed handgun that is licensed under state law, except as required by the terms of the contract.

**19.2.1.2** use or possess alcoholic or other intoxicating beverages, illegal drugs or controlled substances, nor may such workers be intoxicated, or under the influence of alcohol or drugs, on the job.

**19.2.3** If the City or the City's representative notifies the Contractor that any worker is incompetent, disorderly or disobedient, has knowingly or repeatedly violated safety regulations, has possessed any firearms, or has possessed or was under the influence of alcohol or drugs on the job, the Contractor shall immediately remove such worker from Contract services, and may not employ such worker again on Contract services without the City's prior written consent.

**19.3 Compliance with Health, Safety, and Environmental Regulations** The Contractor, its Subcontractors, and their respective employees, shall comply fully with all applicable federal, state, and local health, safety, and environmental laws, ordinances, rules and regulations in the performance of the services, including but not limited to those promulgated by the City and by

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the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirement shall govern. The Contractor shall indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines, penalties and liability of every kind arising from the breach of the Contractor's obligations under this paragraph.

**19.4 Significant Event** The Contractor shall immediately notify the City Contract Manager of any current or prospective "significant event" on an ongoing basis. All notifications shall be submitted in writing to the City Contract Manager. As used in this provision, a "significant event" is any occurrence or anticipated occurrence which might reasonably be expected to have a material effect upon the Contractor's ability to meet its contractual obligations. In the event of a verifiable significant event, the Contractor agrees to discuss possible modifications to the Contract with the City, if this is necessary for the continuation of Contractor's services under this Contract. Significant events may include but not be limited to the following:

**19.4.1** disposal of major assets;

**19.4.2** any major computer software conversion, enhancement or modification to the operating systems, security systems, and application software, used in the performance of this contract;

**19.4.3** any significant termination or addition of provider contracts;

**19.4.4** the Contractor's insolvency or the imposition of, or notice of the intent to impose, a receivership, conservatorship or special regulatory monitoring, or any bankruptcy proceedings, voluntary or involuntary, or reorganization proceedings;

**19.4.5** strikes, slow-downs or substantial impairment of the Contractor's facilities or of other facilities used by the Contractor in the performance of this contract;

**19.4.6** reorganization, reduction and/or relocation in key personnel such as, but not limited to, customer service representatives or claims adjusters;

**19.4.7** known or anticipated sale, merger, or acquisition;

**19.4.8** known, planned or anticipated stock sales;

**19.4.9** any litigation filed by a member against the Contractor; or

**19.4.10** significant change in market share or product focus.

## **Section 19.5 Right to Audit**

Contractor agrees that the City, or other authorized representatives of the City, shall have the right to examine any pertinent books, documents, papers and records (electronic or otherwise) of

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the Contractor involving transactions relating to this contract. Audits shall be conducted at the discretion of the City. The Contractor agrees that the City shall have access during normal working hours to all necessary Contractor facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. The City shall give the Contractor at least seven (7) days written notice of an audit. The City shall pay costs incurred for the auditing services of a third party, if any said services are utilized and authorized by the City, and for City staff involved in the audit. However, under no circumstances will the City be responsible for the payment of any Contractor expenses incurred due to an audit. All marketing/sales information related to recyclable material that Contractor deems proprietary and confidential, but is utilized to conduct transactions relating to this contract, shall be made available to the City for audit purposes. The Contractor shall retain all such records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer.

**19.6 Stop Work Notice** The City may issue an immediate Stop Work Notice in the event the Contractor is observed performing in a manner that is in violation of Federal, State, or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Contractor will cease all work until notified by the City that the violation or unsafe condition has been corrected. The Contractor shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.

## **19.7 Indemnity:**

### **19.7.1 Definitions:**

**19.7.1.1** "Indemnified Claims" shall include any and all claims, demands, suits, causes of action, judgments and liability of every character, type or description, including all costs and expenses of litigation, mediation or other alternate dispute resolution mechanism, including attorney and other professional fees for:

**19.7.1.1.1** damage to or loss of the property of any person (including, but not limited to the City, the Contractor, their respective agents, officers, employees and subcontractors; the officers, agents, and employees of such subcontractors; and third parties); and/or;

**19.7.1.1.2** death, bodily injury, illness, disease, worker's compensation, loss of services, or loss of income or wages to any person (including but not limited to the agents, officers and employees of the City, the Contractor, the Contractor's subcontractors, and third parties),

**19.7.1.2** "Fault" shall include the sale of defective or non-conforming deliverables, negligence, willful misconduct, or a breach of any legally imposed strict liability standard.

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**19.7.2 THE CONTRACTOR SHALL DEFEND (AT THE OPTION OF THE CITY), INDEMNIFY, AND HOLD THE CITY, ITS SUCCESSORS, ASSIGNS, OFFICERS, EMPLOYEES AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL INDEMNIFIED CLAIMS ARISING OUT OF, INCIDENT TO, CONCERNING OR RESULTING FROM THE FAULT OF THE CONTRACTOR, OR THE CONTRACTOR'S AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THE CONTRACTOR'S OBLIGATIONS UNDER THE CONTRACT. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR THE CONTRACTOR (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM.**

**19.8 Claims** If any claim, demand, suit, or other action is asserted against the Contractor which arises under or concerns the Contract, or which could have a material adverse affect on the Contractor's ability to perform thereunder, the Contractor shall give written notice thereof to the City within ten (10) calendar days after receipt of notice by the Contractor. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the City and to the Austin City Attorney. Personal delivery to the City Attorney shall be to City Hall, 301 West 2<sup>nd</sup> Street, 4<sup>th</sup> Floor, Austin, Texas 78701, and mail delivery shall be to P.O. Box 1088, Austin, Texas 78767.

**19.9 Notices** Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, telefax, or other commercially accepted means. Notices to the City and the Contractor shall be addressed as follows:

To the City:

City of Austin, Purchasing Office

ATTN: Cynthia Gonzales

Acting Deputy Purchasing Officer

P O Box 1088

Austin, TX 78767

Phone: 512-974-1905

Facsimile:

To the Contractor:

Mid-America Recycling, L.L.C. dba Vista Fibers

ATTN: John Rabon or Dean Gorby

3003 Aniol Street

San Antonio, TX 78219

Phone: 210-

Facsimile:

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**19.20 Confidentiality** In order to provide the deliverables to the City, Contractor may require access to certain of the City's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the City or its licensors consider confidential) (collectively, "Confidential Information"). Contractor acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and/or its licensors. The Contractor (including its employees, subcontractors, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the City or in a manner not expressly permitted under this Contract, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the Contractor promptly notifies the City before disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Contractor agrees to use protective measures no less stringent than the Contractor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.

**19.21 Advertising** The Contractor shall not advertise or publish, without the City's prior consent, the fact that the City has entered into the Contract, except to the extent required by law.

**19.22 No Contingent Fees** The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Contract without liability.

**19.23 Gratuities** The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City of Austin with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.

**19.24 Prohibition Against Personal Interest in Contracts** No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation. Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with

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the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City.

**19.25 Independent Contractor** The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the City.

**19.26 Assignment-Delegation:** The Contract shall be binding upon and enure to the benefit of the City and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third party beneficiaries to the Contract.

**19.27 Waiver** No claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Contractor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.

**19.28 Modifications:** The Contract can be modified or amended only by a writing signed by both parties. No pre-printed or similar terms on any the Contractor invoice, order or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.

**19.29 Interpretation:** The Contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

#### **19.30 Dispute Resolution**

**19.30.1** If a dispute arises out of or relates to the Contract, or the breach of the Contract, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after

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receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute, subject as may be required by law for approval by the governing bod(ies) of the parties. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.

**19.30.2** If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the City and the Contractor agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center (DRC). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The City and the Contractor will share the costs of mediation (including mediation service fees and expenses, and the fees and expenses of the mediator) equally; provided, that each party shall bear its own cost of participation (including, without limitation, its own attorney fees or expert fees).

**19.31 Minority And Women Owned Business Enterprise (MBE/WBE) Procurement Program:**

**19.31.1** All City procurements are subject to the City's Minority-Owned and Women-Owned Business Enterprise Procurement Program found at Chapters 2-9A, 2-9B, 2-9C and 2-9D of the City Code. The Program provides Minority-Owned and Women-Owned Business Enterprises (MBEs/WBEs) full opportunity to participate in all City contracts.

**19.31.2** The City of Austin has determined that no goals are appropriate for this Contract. **Even though no goals have been established for this Contract, the Contractor is required to comply with the City's MBE/WBE Procurement Program, Chapters 2-9A, 2-9B, 2-9C and 2-9D, of the City Code, as applicable, if areas of subcontracting are identified.**

**19.31.3** If any service is needed to perform the Contract and the Contractor does not perform the service with its own workforce or if supplies or materials are required and the Contractor does not have the supplies or materials in its inventory, the Contractor shall contact the Department of Small and Minority Business Resources (DSMBR) at (512) 974-7600 to obtain a list of MBE and WBE firms available to perform the service



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or provide the supplies or materials. The Contractor must also make a Good Faith Effort to use available MBE and WBE firms. Good Faith Efforts include but are not limited to contacting the listed MBE and WBE firms to solicit their interest in performing on the Contract; using MBE and WBE firms that have shown an interest, meet qualifications, and are competitive in the market; and documenting the results of the contacts.

**19.32 Living Wages and Benefits** (applicable to procurements involving the use of labor)

**19.32.1** In order to help assure low employee turnover, quality services, and to reduce costs for health care provided to uninsured citizens, the Austin City Council is committed to ensuring fair compensation for City employees and those persons employed elsewhere in Austin. This commitment has been supported by actions to establish a “living wage” and affordable health care protection. Currently, the minimum wage for City employees is \$10.90 per hour. This minimum wage is required for the Contractor’s transportation employees directly assigned to this City Contract, unless Published Wage Rates are included in this solicitation.

**19.32.2** Additionally, the City provides health insurance for its employees, and for a nominal rate, employees may obtain coverage for their family members. Contractors must offer health insurance with optional family coverage for the Contractor’s transportation employees directly assigned to this contract. Proof of the health care plan shall be provided prior to award of a Contract. In addition, an insurance certificate for Workers’ Compensation Insurance Coverage must be provided if required by the solicitation.

**19.32.3** The City requires Contractors to provide a signed certification within five (5) calendar days of contract execution certifying that the transportation employees directly assigned to this City Contract will be paid a minimum living wage equal to or greater than \$10.90 per hour and are offered a health care plan (see Exhibit C, Living Wages and Benefits Contractor Certification). The certification shall include a list of all employees directly assigned to providing services under the resultant contract including their name and job title. The list shall be updated and provided to the City as necessary throughout the term of the Contract.

**19.32.4** The Contractor shall maintain throughout the term of the resultant contract basic employment and wage information for each employee as required by the Fair Labor Standards Act (FLSA). Basic employment records shall at a minimum include:

**19.32.4.1** employee’s full name, as used for social security purposes, and on the same record, the employee’s identifying symbol or number if such is used in place of name on any time, work, or payroll records;

**19.32.4.2** time and date of week when employee’s workweek begins;

**19.32.4.3** hours worked each day and total hours worked each workweek;

**19.32.4.4** basis on which employee’s wages are paid;

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**19.32.4.5** regular hourly pay rate;

**19.32.4.6** total daily or weekly straight-time earnings;

**19.32.4.7** total overtime earnings for the workweek;

**19.32.4.8** all additions to or deductions from the employee's wages;

**19.32.4.9** total wages paid each pay period; and

**19.32.4.10** date of payment and the pay period covered by the payment.

**19.32.5** The Contractor shall provide with the first invoice and as requested by the Department's Contract Manager, individual Employee Certifications for all employees directly assigned to the contract containing (see Exhibit D, Living Wages and Benefits Employee Certification):

**19.32.5.1** the employee's name and job title;

**19.32.5.2** a statement certifying that the employee is paid at a rate equal to or greater than the Living Wage of \$10.90 per hour;

**19.32.5.3** a statement certifying that the employee is offered a health care plan with optional family coverage.

**19.32.6** The employee certifications shall be signed by each transportation employee directly assigned to the contract.

**19.32.7** Contractor shall submit employee certifications quarterly with the respective invoice to verify that employees are paid the Living Wage throughout the term of the Contract.

**19.32.8** The Department's Contract Manager will periodically review the employee data submitted by the Contractor to verify compliance with this Living Wage provision. The City retains the right to review employee records identified above in this paragraph verify compliance with this provision.

**19.33 Public Information Act** The parties recognize and agree this Contract is subject to the Texas Public Information Act. The Act shall control to the extent of any conflict between the terms of this Contract and the Act.

**19.34 Entire Agreement; Amendment** This Agreement amends, restates, and replaces in full the signed Contract between the City and Contractor for Single-Stream Recycling dated October 1, 2008, and the February, 2009, Amendment 1. This Agreement contains the entire agreement of the parties and supersedes all prior or contemporaneous understandings or representations, whether oral or written, of the contract's subject matter.

Proposed final updated 020510

**19.35 Jurisdiction And Venue** The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Contract shall be resolved in the courts of Travis County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.

**19.36 Invalidity** The invalidity, illegality, or unenforceability of any provision of the Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.

**19.37 Holidays** The holidays identified below are observed by City recycling collection crews when the holiday falls on a weekday. When a holiday is observed on a weekday, recycling crews will conduct collection operations on the following Saturday ("Slide" Schedule).

<u>Holiday</u>	<u>Date Observed</u>
New Year's Day	January 1
Thanksgiving Day	Fourth Thursday in November
Christmas Day	December 25

**19.38 Survivability of Obligations** All provisions of the Contract that impose continuing obligations on the parties, including but not limited to the *payment*, warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Contract.

**19.39 Non-Suspension or Debarment Certification:** The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. By accepting a Contract with the City, the Vendor certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

**19.40 Counterparts** This Contract may be executed in counterparts, each of which shall be deemed an original, but all of which taken together (including facsimile copies) shall constitute one and the same instrument. The parties agree that this Contract may be transmitted by facsimile machine, and the parties intend that faxed signatures shall constitute original signatures.

Proposed final updated 020510

In witness whereof, the parties have caused duly authorized representatives to execute this Contract the dates set forth below.

**MID-AMERICA RECYCLING, L.L.C.**  
**dba GREENSTAR**

**CITY OF AUSTIN**

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature

Name: \_\_\_\_\_  
Printed Name

Name: \_\_\_\_\_  
Printed Name

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Exhibits

Exhibit A (reserved)

Exhibit B Non-Discrimination Certification

Exhibit C Living Wages and Benefits Contractor Certification

Exhibit D Living Wages and  
Benefits Employee Certification



# Integrated Solid Waste Management Master Plan

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Jessica Kingpetcharat, Solid Waste Services  
David Smythe-Macaulay, Public Works

February 10, 2010

SWAC Meeting

1



## Timeline

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- June 18, 2009
  - Council authorized negotiation with HDR
  - Additional direction to seek public input on the scope framework
- July 2009 – September 2009
  - Public kick off meeting
  - Interactive public workshop
  - Boards and Commissions
    - Sustainable Food Policy Board
    - Environmental Board
    - Resource Management Board
    - SWAC, including approval of scope framework
- October 2009 – February 2010
  - Negotiations with HDR

February 10, 2010

SWAC Meeting

2



## Final Scope of Services

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- Public Input
- Evaluation of solid waste programs affecting Austin's watershed
- Evaluate City of Austin operational infrastructure requirements
- Analyze local and regional growth impact to service area
- Evaluate private sector and other governmental entities current and emerging or planned service programs.

February 10, 2010

SWAC Meeting

3



## Public Input

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- 3 large scale open public meetings
  - Prior to drafting plan
    - Identifying community needs (Task 3.1.7)
    - Present preliminary findings and obtain additional feedback (Task 3.3.7)
  - Present initial draft and obtain additional feedback with a focus on cost (3.5.3.2)
- Separate meetings with specific stakeholders
- Interactive website to be continually updated
- Status Update Meetings
  - Monthly with SWAC
  - Every other month with other Commissions

February 10, 2010

SWAC Meeting

4



## Final Deliverable

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- A Master Plan that works with the community to develop:
  - A prioritized list of programs and facilities needed to achieve Zero Waste while balancing goals for carbon neutrality
  - A Capital Improvement Plan for new facilities and equipment, including cost
  - Measureable benchmarks to gauge our success

February 10, 2010

SWAC Meeting

5



## Final Deliverable

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- A Master Plan that works with the community to develop:
  - Methods and options to:
    - Improve local recyclables market
    - Regulate service providers
    - Establish regional cooperation
    - Develop partnerships with private, non-profit, and governmental organizations
  - Tools to update the Master Plan for future use
  - A proposed rate structure for services over the next 5 years in detail, and future years as projections

February 10, 2010

SWAC Meeting

6

## Budget

- Initial Scope \$2.6 million
- Negotiated Scope \$1.1 million
  - Contingency amount of \$110,000
- Final Scope, not to exceed \$1.2 million

February 10, 2010

SWAC Meeting

7

## Fee Analysis

Task No.	Major Tasks	Fee	%	Sub Participation
1.0	Project Management	\$ 84,914	8%	
2.0	QA/QC	\$ 44,048	4%	
3.1	Evaluate Program, Policies and Facilities	\$ 339,853	31%	16%
3.2	Evaluate Private and Other Government Programs	\$ 75,362	7%	
3.3	Evaluate Reclaimed/Recycled Materials Market, Regulating Providers, Regional Cooperation	\$ 166,980	15%	7%
3.4	Economic Analysis	\$ 91,273	8%	
3.5	Public Outreach	\$ 138,755	13%	4%
4.0	Master Plan and Tools	\$ 157,829	14%	7%
		<b>\$ 1,099,014</b>		

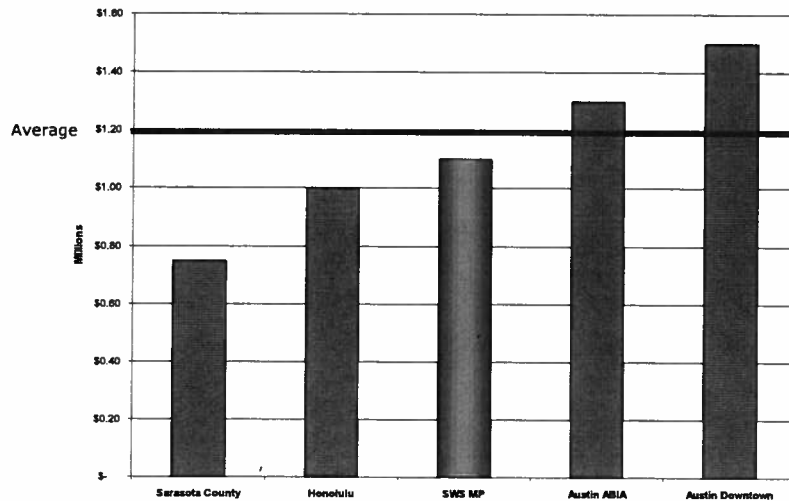
February 10, 2010

SWAC Meeting

8



## Fee Comparison



February 10, 2010

SWAC Meeting

9

## Staff Recommendation

- Recommend that Council approve execution of a contract with HDR Engineering, Inc for development of the ISWMMP in an amount not to exceed \$1,099,014.00 plus a \$110,000.00 contingency, for a total contract amount not to exceed \$1,209,014.00.

February 10, 2010

SWAC Meeting

10



# Integrated Solid Waste Management Master Plan

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## Question & Answer

February 10, 2010

SWAC Meeting

11



**Professional Services Agreement  
CITY OF AUSTIN  
RECOMMENDATION FOR COUNCIL ACTION**

**AGENDA DATE:** 02/25/10  
**PAGE:** 1 of 5

**SUBJECT:** Authorize execution of a professional services agreement with HDR ENGINEERING, INC. (NON MBE/WBE, 65.4%), Austin, TX, for planning services for the Integrated Solid Waste Management Master Plan in an amount not to exceed \$1,099,014.00 plus a \$110,000.00 contingency, for a total contract amount not to exceed \$1,209,014.00.

**AMOUNT & SOURCE OF FUNDING:** Funding in the amount of \$1,209,014.00 is available in the Fiscal Year 2009-2010 Approved Capital Budget of the Solid Waste Services Department.

**FISCAL NOTE:** There is no unanticipated fiscal impact. A fiscal note is attached.

**REQUESTING** Public Works  
**DEPARTMENT:** for the Solid Waste Services Department

**DIRECTOR'S  
AUTHORIZATION:** \_\_\_\_\_

**FOR MORE INFORMATION CONTACT:** David Smythe-Macaulay, 974-7152; Robin Field, 974-7140; Jessica King, 974-7678

**PRIOR COUNCIL ACTION:** June 18, 2009 authorizing the negotiation of a professional service agreement; January 15, 2009 authorizing the Zero Waste Strategic Plan, Resolution No. 20090115-050; January 12, 2006 authorizing the Guiding Principals for the delivery of Solid Waste Services, Resolution No. 20060112-028; May 19, 2005 authorizing the Mayor to sign the United Nations Urban Environmental Accords, Resolution No. 20050519-44.

**BOARD AND COMMISSION ACTION:** To be reviewed by the Solid Waste Advisory Commission on February 10, 2010.

**PURCHASING:** Best negotiated scope of services and fee.

**MBE / WBE:** This contract will be awarded in compliance with Chapter 2-9B of the City Code (Minority Owned and Women Owned Business Enterprise Procurement Program) by meeting the goals. 15.80% MBE and 15.80% WBE subconsultant participation.

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In May 2005, Council authorized the Mayor to sign the United Nations Urban Environmental Accords and direct the City Manager to develop strategies for their implementation. This action committed the City of Austin to exploring policies regarding a variety of sustainability initiatives, including energy conservation, greenhouse gas reduction, waste reduction, urban nature creation and protection, public transportation, environmental health and water conservation and protection. In support of this commitment, Council authorized a resolution establishing guiding principals for delivering solid waste services and long range solid waste planning. These guiding principals lead to the development and approval of the State's first Zero Waste Strategic Plan for a Texas community in early 2009. The Plan identified four (4) policy priorities and has become the policy framework for the development of an Integrated Solid Waste Management Master Plan (Master Plan).

The purpose of this Master Plan is to establish a cohesive framework for promoting and implementing services that address the policies and goals of the City of Austin while minimizing environmental impacts and enhancing resource conservation opportunities. Using the City's Zero Waste Plan as a foundation, the Master Plan will serve as a business planning document to identify financial requirements, regional waste shed challenges, facility requirements, operational requirements, partnership opportunities (public or private) and program requirements necessary to provide solid waste services to Austin's growing population for the next 50 years.

As part of the United Nations Urban Environmental Accords, the City of Austin authorized two resolutions in 2007 that affected all City of Austin programs and services. The first was the Climate Protection Plan resolution which mandates that all City of Austin facilities, fleets and operations should be carbon neutral by 2020. The second was the Sustainability for City Facilities resolution which authorized the development of protocols and criteria to achieve a minimum LEED Silver rating certification for new buildings and major renovations and to achieve the highest optimal levels of sustainability for existing buildings. The Master Plan will comply with both of these resolutions, with the goal of producing zero waste while reducing the City's carbon footprint and developing sustainable operations.

In January 2009, the City of Austin released a Request for Qualifications (RFQ), seeking the most qualified consultant to assist the City in developing the new Master Plan. The selection process resulted in the recommendation and authorization by Council to negotiate a scope and fee with HDR Engineering, Inc. on June 18, 2009. Council further requested that City of Austin staff obtain community input concerning the scope of services before seeking authorization to execute a contract. During July and August of 2009, staff developed an outreach program to solicit input regarding the scope of service through several commission and public meetings. Staff met with the community to answer questions and obtain feedback into the development of a scope framework. Members of the community who could not attend the public input meetings or commission meetings were able to provide input online. An analysis of the comments received revealed the following recurring priorities:

- Improved Education and Outreach, utilizing a variety of social media to engage the community as well as specific stakeholders
- Economic Development, including market evaluation by identifying waste generators and encouraging the development of businesses that could utilize the "wasted" materials
- Eco-industrial parks, reuse centers, and community recycling/collection facilities, to provide more opportunities throughout the community to increase diversion participation and co-locate services, including household hazardous waste drop-offs and community composting centers via community gardens
- Improved ability to compost and recycle, generally for all Austin properties by possible incentives as well as mandates

Staff incorporated the community input into the scope framework and obtained the SWAC Commission's final recommendation on September 9, 2009. This allowed the completion of scope negotiations with HDR Engineering, Inc. The modified scope framework was used to complete negotiations of the full Scope of Services which is attached as Exhibit A and summarized below.

Master Planning Services will include: project management; quality control and quality assurance; review and evaluation of SWS Department services, programs, facilities and general information; review and evaluation of private sector and other governmental entity's services, programs and facilities, including partnership and competition issues; and evaluation of methods for improving local markets for recycled materials, regulating service providers, and establishing mechanisms for regional cooperation. Further services will include economic analysis on service rate impacts and life-cycle pro forma and public outreach. The final deliverable will include a draft and final Master Plan which will address funding and financing and schedule. All supplemental information and tools will be submitted electronically to facilitate continuous updating of the Master Plan.

This authorization will provide funding for planning services only. Staff anticipates returning to Council for additional funding as work on the plan progresses. A contingency has been included to accommodate additional input from the new Solid Waste Services Director and unanticipated services while maintaining timely implementation of the Master Plan contract. This authorization will allow for the execution of a professional service agreement with the recommended firm. Should the City be unsuccessful in executing the agreement with the recommended firm, negotiations will cease with that firm. Staff will then return to Council and request authorization to begin negotiations with the alternate recommendation listed below.

Notification of issuance of a Request for Qualifications (RFQ) for the subject services was sent to 188 firms on January 28, 2009. The RFQ was obtained by 26 firms, and three (3) firms submitted qualification statements. None of the firms were certified M/WBE firms. Of the three (3) firms evaluated, three (3) firms were short-listed and interviewed. Interviewing of the short-listed firms resulted in the following recommendation:

Participation subgoals stated in the solicitation were 1.90% African American; 9.00% Hispanic; 4.90% Native/Asian American; 15.80% WBE. The recommended and alternate firm both provided an MBE/WBE Compliance Plan that met the goals of the solicitation and was approved by the Small and Minority Business Resources Department.

**RECOMMENDED FIRM:** HDR ENGINEERING, INC., Austin, TX– Total Participation:

NON M/WBE TOTAL – PRIME	\$720,870.00	65.4%
HDR, Engineering, Austin, TX	\$720,870.00	65.4%
MBE TOTAL – SUBCONSULTANT	\$172,235.00	15.8%
African American Subtotal	\$20,720.00	1.9%
(FB) Adisa Public Relations, Austin, TX (communication-public relations consulting)	\$20,720.00	1.9%
Hispanic Subtotal	\$98,088.00	9.0%
(MH) Ecological Communication Corporation, Austin, TX (environmental consulting)	\$10,922.00	1.0%
(MH) Jose E. Martinez, LLC, Austin, TX (communication-public relations consulting)	\$32,488.00	3.0%
(MH) LNV, Inc., Austin, TX (civil engineering)	\$54,678.00	5.0%
Native / Asian American Subtotal	\$53,427.00	4.9%

(MA) CAS Consulting & Services, Inc., Austin, TX (civil engineering)	\$33,044.00	3.0%
(MA) Raymond Chan & Associates, Inc., Austin, TX (civil engineering)	\$20,383.00	1.9%
<b>WBE TOTAL – SUBCONSULTANT</b>	<b>\$173,062.00</b>	<b>15.8%</b>
(FW) Baer Engineering and Environmental Consulting, Austin, TX (environmental consulting)	\$110,013.00	10.0%
(FW) Dynamic Reprographics, Inc., Austin, TX (copying services-reproduction)	\$1,719.00	0.2%
(FW) McKinney Architects, Inc., Austin, TX (architect services-professional)	\$61,330.00	5.6%
<b>NON M/WBE TOTAL – SUBCONSULTANT</b>	<b>\$32,847.00</b>	<b>3.0%</b>
Gary Liss & Associates, Loomis, CA (environmental consulting, solid wastes-disposal systems, architectural services Permitting services, environmental, geotechnical soils)	\$32,847.00	3.0%

**ALTERNATE FIRM:** URS CORPORATION, Austin, TX – Total Participation:

<b>NON M/WBE TOTAL – PRIME</b>	<b>44.00%</b>
URS, Austin, TX	44.00%

<b>MBE TOTAL – SUBCONSULTANT</b>	<b>20.00%</b>
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<b>African American Subtotal</b>	<b>5.00%</b>
(FB) Beverly Silas & Associates, Austin, TX (communications-public relations consulting)	5.00%
<b>Hispanic Subtotal</b>	<b>10.00%</b>
(MH) LNV Engineering, Inc., Austin, TX (civil engineering, environmental engineering, solid waste disposal solid waste disposal systems arch)	5.00%
(FH) MWM DesignGroup, Austin, TX (project scheduling-construction civil engineering, cost estimating)	5.00%
<b>Native /Asian American Subtotal</b>	<b>5.00%</b>
(MA) HimSharp Incorporated, Austin, TX (environmental consulting, energy conservation consulting, engineering consulting environmental consulting, environmental engineering)	5.00%

<b>WBE TOTAL – SUBCONSULTANT</b>	<b>16.00%</b>
(FW) Green Living, LLC, Austin, TX (energy management,-architectural, engineering services; non-licensed-not otherwise energy conservation services-including audits, consulting services, consulting services related to the implementation, energy conservation consulting)	8.00%
(FW) Monarch Design/Consulting, Austin, TX	8.00%

(architect services-professional, environmental consulting)

NON M/WBE TOTAL – SUBCONSULTANT	20.00%
Bell & Associate, Inc., Camas, WA (financial advisor)	5.00%
Black & Veatch Corporation, Austin, TX (communications-public relations consulting, environmental consulting)	5.00%
Good Company Associates, Austin, TX (financial advisor)	5.00%
WIH Resource Group, Phoenix, AZ (civil engineering, solid waste disposal)	5.00%

# **ATTACHMENT B**

## **INTEGRATED SOLID WASTE MANAGEMENT MASTER PLAN**

### **MODIFIED PRELIMINARY SCOPE FRAMEWORK**

**\* Underlined information is a result of public input**

- 1. Public Input.** HDR, with assistance from City Staff, will engage the community to determine the public's sentiment regarding its observations of existing programs/services, the need for new initiatives and/or facilities, and the willingness to pay for the new initiatives/facilities.

Methods to engage the community may include:

- ☐ Town Hall Meetings
- ☐ Charrettes
- ☐ Webinars (tutorials or info presentations in video online)
- ☐ Surveys – phone, email, cells, web, flyer on carts (include regional surveys)
- ☐ Twitter
- ☐ Utility bill inserts and city website
- ☐ Web blogs
- ☐ Public event booths to collect data
- ☐ Stakeholder group meetings (multi-family, landfill operators, TCEQ, SWS employees)
- ☐ Focus groups (with free food)
- ☐ Engage institutions, churches, schools, to utilize their websites
- ☐ Follow-up survey after info is gathered
- ☐ Benchmark to other processes already established
- ☐ Target popular publications: Chronicle, Austin Business Journal, etc
- ☐ Bi-monthly newsletters/emails with updates on status
- ☐ Board and Commissions

**Exhibit A  
Task 3.5  
page 8**

- 2. Evaluate solid waste programs affecting Austin's waste shed:**

- ☐ Adequacy and competitiveness of private sector services in Austin
- ☐ Services provided by the private sector and other municipalities or governmental entities within the region to determine affect on Austin's waste shed
- ☐ Evaluate managed competition for provision of services/programs and/or facilities
- ☐ Identify current and future needs
- ☐ Examine existing tools, models, and/or case studies which foster development of partnerships
- ☐ **Specific programs of interest to the public:**
  - 1. Hazardous waste material drop offs - increase
  - 2. Working with CAPCOG and Chamber of Commerce
  - 3. Economic Development
    - o Identify business that are using waste/recycled materials in products
    - o Analyze service providers for each category – profile and capacity
    - o Entrepreneurial network – reach out to new tech, new businesses that can re-use recycle materials – connect businesses to markets
    - o Impediments to market
  - 4. Eco-industrial parks
  - 5. E-waste collection and processing
  - 6. Shredded/document destruction
  - 7. Educational programs – what can I do at home; outreach to elementary schools;

**Exhibit A  
Task 3.1  
page 2**



**3. Evaluate the facilities required by the community and/or region, include location (with consideration of Comprehensive Plan), type and quantity of materials that facilities are capable of managing:**

- ☐ Material Recovery Facility (MRF)
- ☐ Construction and demolition waste recycling site(s)
- ☐ Composting facility(ies)
- ☐ Landfill and other disposal capacity requirements
- ☐ Transfer station requirements
- ☐ Household hazardous waste collection and facility requirements, including electronic waste collection or drop off
- ☐ Commercial and industrial waste collection and disposal requirements
- ☐ Alternative Energy Models as reflected in the Zero Waste hierarchy and in partnership with other departments, with special attention to:
  1. Anaerobic digestion
  2. Landfill Methane capture/conversion technology
- ☐ **Additional facilities of interest to the public include:**
  1. Reuse centers/repair centers
  2. Must be flexible to change recyclables with the market go from compost and bail and ship
  3. Eco-industrial park
  4. Community center recycling

**Exhibit A**  
**Task 3.2, Page 5 in part.**  
**Inventory of existing resources will be prepared using local resources**

**4. Evaluate City of Austin operational infrastructure requirements:**

- ☐ Service trucks
- ☐ Customer carts
- ☐ Heavy equipment/vehicles, including composting equipment
- ☐ Equipment maintenance, including repair and maintenance schedule
- ☐ Staff offices and employee facilities
- ☐ Staff and visitor parking
- ☐ Fueling facilities
- ☐ Transfer facilities
- ☐ **Specific issues of interest to the public include:**
  1. Include rail as a transportation option
  2. Include electric vehicles and recharge stations
  3. Garbage cans that have recycling capabilities
  4. Service centers for trucks
  5. Localized, mini transfer station
  6. Individual receptacles – provided to public areas
  7. Recycling centers – stores, gardens, apparel, retail
  8. Multi-family compost equipment
  9. Reduction of trash – education use of block leaders to pass the word.
  10. Billing for extra trash, will result in more money

**Exhibit A**  
**Task 3.1 and 3.2**  
**Pages 2 thru 6**

**5. Analyze local and regional growth impact to service area**

- ☐ Recommend size and type of facilities
- ☐ Recommend size, quantity, and type of equipment needed
- ☐ Direction of growth
- ☐ **Specific issues of interest to the public include:**
  1. Anticipate coming markets and how they affect landfills
  2. Problem with no control of regional waste; need CAPCOG/state involvement

**Exhibit A**  
**Task 3.3**  
**Page 7**

**6. In coordination with the Climate Protection Program, evaluate the Department's carbon footprint and analyze how proposed changes will impact:**

- ☐ Air quality
- ☐ Fuel costs
- ☐ Equipment costs
- ☐ Traffic congestion
- ☐ Ozone non-attainment status/program
- ☐ Water and soil quality
- ☐ Economic benefits
- ☐ **Specific issues of interest to the public include:**
  1. Curbside compost must be picked up weekly but will create more traffic/transportation/man power/fuel costs
  2. Parking
  3. Biodiesel
  4. Anaerobic digester
  5. Working at home
  6. Employee health and wellness
  7. If there is a projected increase in carbon footprint
  8. Control fuel costs and maintenance
  9. MRF Needed

**Austin Energy  
will perform  
analysis of data**

**7. Evaluate private sector and other governmental entities current and emerging or planned services/programs**

- ☐ Recommend public/private partnerships, partnerships with other governmental entities in the region, and/or direct City service provision
  - Institutions and non-profit entities
  - Solid Waste Management District
- ☐ Recommend cost-effective methods of incentivizing or requiring the adoption of Zero Waste goals by private sector services, or other governmental entities
  - Gold star process – rating system
  - Funding options for non-profits and start-ups
  - Extended Producer Responsibility
- ☐ Evaluate and recommend reclaimed and recycled materials market for:
  - Establishment and growth of local businesses
  - Materials used for manufacturing new products
  - Methods to promote use in construction
  - Compost and mulch
  - New technologies to enhance use of recyclables
  - Food Industry packaging

**Exhibit A  
Task 3.2 and 3.3  
page 5  
Does not include  
Solid Waste  
Management**

**8. Sustainable Design**

- ☐ Incorporate the United States Green Building Council's (USGBC) Leadership in Energy and Environmental Design (LEED) for all proposed facilities by Council Resolutions.
- ☐ LEED communities
- ☐ City of Austin Green Building and Austin Green Building Council
- ☐ Address Neighborhood Association Policies – encourage them to amend to allow sustainable practices

**COA Inter-Department Team  
formed to evaluate and  
implement requirement for all  
COA facilities**

**EXHIBIT A**  
**CITY OF AUSTIN**  
**INTEGRATED SOLID WASTE MANAGEMENT MASTER PLAN**  
**SCOPE OF SERVICES**

**Project Goals**

- Use the City of Austin's (COA) Zero Waste Plan, Climate Protection Plan (ACPP), current and planned services, programs and facilities and sustainability goals as the foundation for development of the Integrated Solid Waste Management Master Plan (ISWMMP).
- Establish a cohesive framework for promoting and implementing programs to minimize environmental impacts and enhance resource conservation opportunities in the Solid Waste Services (SWS) Department's waste management programs and throughout the COA.
- Serve as a business planning document to identify financial requirements, long-term financing options, regional watershed challenges, facility requirements, and program requirements necessary to provide solid waste services to the growing population in the COA region for the next 50 years.

**Task List**

The following list of tasks includes master planning and engineering services required to develop the COA ISWMMP.

**1. Project Management** (assumes 12 month project schedule):

- 1.1 **Project Management Planning** – Development of final project schedule and budget and monitoring through tracking of the scope, schedule and budget for 12 month schedule period;
- 1.2 **Project Management Administration** – Invoice and controller time to track hours, review and adjust personnel time (as appropriate), and prepare invoices;
- 1.3 **Project Coordination** – Coordination through e-mails and phone calls between COA staff and HDR Engineering, Inc. (HDR) "task managers"(HDR Project Manager, Deputy Project Manager, Zero Waste Lead, and Public Involvement Lead); assume approximately three (3) times per week; and
- 1.4 **Procedure for Project Deliverable** – For all written Project Deliverables, HDR will submit one (1) Draft Project Deliverable for COA staff review. We assume that COA staff will review and make comments to the draft; we further assume that COA staff will collect and combine all COA staff comments into one (1) document for submittal to HDR for our use in developing the Final Project Deliverable under consideration.

**1.5 Deliverables:**

**1.5.1 Monthly Invoices and Progress Letters**

**1.5.2 Overall Project Schedule Update** (updated as required)

**2. Quality Assurance/ Quality Control (QA/QC)** (assumes 12 month project schedule):

**2.1 Quality Control Reviews** – QC reviews will be conducted prior to each draft and final deliverable for writing accuracy, calculation review and review for consistency with engineering and procedural standards; and

**2.2 Quality Assurance Reviews** – QA reviews of schedules, budgets, and major task deliverables will be conducted by senior QA/QC staff.

**2.3 Deliverables:**

**2.3.1 Quality Assurance/Quality Control** – Conduct senior QA/QC reviews of all deliverables.

**3. SWS Master Plan Development:**

**3.1 Review and evaluate SWS Department services, programs, facilities and general information:**

**3.1.1 Collect and Describe COA Background Information** – Prepare an information request and obtain background information from COA staff on existing COA programs and COA infrastructure and COA statistics, including population information and area specific densities, waste generation, disposal and landfill diversion figures. Prepare phone survey form. Conduct phone survey of seven (7) City facilities. Compile completed survey form for each facility, as listed below:

- 1) COA AWU Hornsby Bend Waste Water Treatment Center
- 2) COA Fleet Service Center 11
- 3) COA Fleet Service Center 12
- 4) COA Fleet Service Center 8
- 5) COA SWS 812 Resource Recovery Center
- 6) COA SWS Kenneth Gardner South Service Center
- 7) COA SWS Materials Recovery Facility/Transfer Station

**3.1.2 Describe Regional Public and Private Infrastructure based on Facility Surveys Conducted by COA Staff** – Based on facility surveys conducted by COA staff, HDR will describe the existing regional infrastructure resources.

**3.1.3 Collect and Review Growth/Annexation Information** – Collect, review and analyze information pertaining to local and regional growth and annexation impacts to the COA service area and apply these growth impacts to the current SWS Department services, programs, and facilities taking into account the new COA initiatives discussed below.

Based on this information, HDR will project COA waste generation through 2050, preparing a summary table of waste projections;

- 3.1.4 Review and Evaluate Existing SWS and Relevant COA Initiatives** – Review currently existing SWS Department and COA initiatives, including policies, programs, and facilities as listed below. Complete a one-page form for each of the 30 initiatives as listed below. Based on these descriptions and the facility descriptions prepared pursuant to tasks 3.1.1 and 3.1.2 above, identify opportunities for program enhancements; facility expansion; and new policy initiatives. Compile completed form for each initiative documenting findings, existing initiatives and opportunities for expansion and enhancements. The policies, programs and facilities include:

**Policies**

- 1) Zero Waste Strategic Plan (Resolution) 20090115-050
- 2) Green Events (Resolution) 20081218-075
- 3) Energy Conservation Audit and Disclosure (Resolution) 20081106-048
- 4) Plastic Bag Reduction & Recycling (Resolution) 20080410-048
- 5) Integration of Sustainability Requirements in City Projects (Resolution) 20071129-046
- 6) Sustainability Best Practices for City Projects (ISWG) (Resolution) 20071129-045
- 7) Water Conservation Task Force Recommendations (Resolution) 20070503-029
- 8) Austin Climate Protection Plan (Resolution) 20070215-023
- 9) United National Urban Environmental Accords (Resolution) 20050519-044
- 10) Clean Air Action Plan (Early Action Compact) (Resolution) 040325-28
- 11) Vehicle Efficiency & Alternative Fuels (Resolution) 001005-36
- 12) Shared Responsibility for Waste Reduction (Resolution) 000803-68
- 13) Fly Ash Reuse in City Construction Projects (Resolution) 940818-45
- 14) Designation of Energy Manager & Establishment of Energy Efficiency Policy (Administrative Bulletin) 05-01
- 15) Fuel Conservation Policy (Administrative Bulletin) 09-01
- 16) Sustainable Food Policy Board Creation (Ordinance) 20081120-058
- 17) Building Energy Code Updates (Ordinance) 20071018-089
- 18) Reclaimed Water Regulations (Ordinance) 20001214-070
- 19) Green Purchasing Program
- 20) Ozone Action Day Plan
- 21) The SWS Departmental Climate Protection Plan

**Programs**

- 22) Recycling services including single-stream recycling collection
- 23) C&D debris recycling program
- 24) Household hazardous waste collection program
- 25) WasteSMART program and the Waste Reduction Assistance Program (WRAP) analysis

**Facilities (based on the facilities listed in tasks 3.1.1 and 3.1.2)**

- 26) Long-term composting facilities and services
- 27) C&D recycling facilities
- 28) Landfill and other disposal capacity requirements
- 29) Transfer station requirements

30) Household hazardous waste facility requirements

- 3.1.5 Review and Evaluate New SWS and Relevant COA Initiatives** – Review new SWS Department and COA initiatives as listed below. We understand that many of these initiatives were developed during formation of the COA's Zero Waste Strategic Plan. Using portions of this previous work, as applicable; HDR will complete a one-page form for each of the 23 initiatives (listed below). Identify diversion potential and planning level costs or cost ranges for each of the 23 initiatives. Identify additional initiatives (assumed up to 7 additional). Provide a list of advantages and disadvantages for each initiative. Compile completed form for each initiative documenting findings. The policies, programs and facilities include:

**Policies**

- 1) New proposed additions to the ACP
- 2) New Recycling Ordinance
- 3) New proposed additions to the SWS Departmental Climate Protection Plan
- 4) New Green Events Ordinance
- 5) Changes to the rate structure, including Recycle Bank, Pay-as-you-throw (assume up to four (4) approaches are evaluated)
- 6) Identification of siting criteria (including Environmental Justice criteria) consistent with the Comprehensive Plan process

**Programs**

- 7) New proposed additional recycling and reuse services including programs for single-stream recycling collection
- 8) C&D debris recycling program
- 9) Household hazardous waste collection program
- 10) New proposed composting incentive program
- 11) COA provision of collection services to City facilities (149 City facilities)
- 12) Partnerships with other COA departments

**Facilities**

- 13) New eco-industrial parks that may include reuse and repair centers
- 14) New drop-off centers that may include reuse and repair centers
- 15) New COA fueling and service centers
- 16) Rail-haul options (to remote landfills or processing facilities)
- 17) New MRF
- 18) New proposed additional C&D recycling facilities
- 19) New proposed landfill and other disposal capacity requirements
- 20) New proposed transfer station requirements
- 21) New proposed household hazardous waste facility requirements
- 22) Employee and equipment service center requirements including consideration and assessment of current and future required parking, fueling, vehicle and equipment maintenance, supervisor offices and employee facilities, etc.
- 23) Other new proposed solid waste facilities and technologies including, but not limited to anaerobic digestion, landfill methane capture and landfill gas-to-energy

- 3.1.6 Prepare Needs Assessment** – Using the generation projections conducted for task 3.1.3, information developed regarding the existing and potential new initiatives, utilizing any applicable and previously developed information from the COA's Zero Waste Strategic Plan, HDR will prepare a needs assessment identifying the policies,

programs and facilities that will be needed over the planning period. The needs assessment will identify modifications to the current programs, policies and facilities incorporating the current activities of the COA as well as the new initiatives to meet the goals of the COA. The findings from the needs assessment will be used to develop an initial framework for the ISWMMP that includes the elements necessary for the COA to meet its goals and overall vision of diversion and sustainability for the 50-year planning period. HDR assumes that the early years of the plan will have more robust data than the later years of the plan. The schedule prepared as a component of the ISWMMP will identify periodic plan updates; and

- 3.1.7 Public Meeting to Discuss Needs Assessment** – HDR will hold the first public meeting (as included in task 3.5) to present the preliminary findings and receive input for the needs assessment. Input from the meeting will be discussed with COA staff and incorporated into the needs assessment as applicable (assume costs included in task 3.5).

**3.1.8 Deliverables:**

- 3.1.8.1 Prepare Draft and Final Needs Assessment Technical Memorandum** – HDR will develop a technical memorandum, attaching the completed forms developed for tasks 3.1.1 through 3.1.5 to describe the ISWMMP needs assessment, including recommended COA policies, programs or facilities to be modified or expanded; an initial draft needs assessment (assumed to be 15 to 20 pages in length plus attachments) will be prepared and submitted to COA staff for their review and comment; the revised draft needs assessment will be distributed prior to the stakeholder meeting and finalized after receiving and incorporating comments (as appropriate) from the stakeholders and COA staff; HDR will meet via conference call with COA staff after the stakeholder meeting to discuss all comments to allow finalization of the needs assessment (assume one draft and one final technical memorandum);
- 3.1.8.2 Prepare Recommendations** – HDR will prepare recommendations by service, program and facility type and identify recommended Capital Projects (assumed to be 5 to 10 pages in length); COA staff will review the draft recommendations, HDR will incorporate COA comments and finalize the recommendations (assume one draft and one final technical memorandum).

**3.2 Review and evaluate private sector and other governmental entity's services, programs and facilities, including partnership and competition issues:**

- 3.2.1 Review Non-SWS Services, Programs and Facilities** – In addition to the facility operators, identified for task 3.1.1 and 3.1.2, conduct a survey of local communities, private sector companies, and institutions/non-profits providing solid waste services within the COA watershed (assume up to 10 programs will be surveyed) to identify services, costs, and diversion rates. Review and evaluate currently existing and planned private sector and other governmental entity's solid waste related services, programs and facilities within the COA watershed in regards to: capacity, cost, and diversion rates. Prepare a one-page program description including a summary of each survey documenting findings;

- 3.2.2 Identify Unmet Needs/ Recommend Modifications** – Using the results from the COA specific task 3.1.6, identify COA and community unmet needs that may be available through private sector and/or other governmental entities, and make recommendations for meeting those needs through private sector providers, public/private partnerships, partnerships with other governmental entities in the region, and/or direct COA service provision. Prepare a five to ten-page summary memorandum documenting findings;
- 3.2.3 Examine Tools to Foster Partnerships** – Conduct research on model case studies that foster development of partnerships (public/public and public/private). Document tools and approaches that are used in other jurisdictions. Up to five case studies will be profiled and documented. Prepare a one-page summary for each case study documenting findings; and

**3.2.4 Deliverables:**

- 3.2.4.1 Prepare Draft and Final Technical Memorandum Addressing Private Sector Assessment, Partnerships, and Private/Other Government Entity Improvements** – Based on the research conducted for tasks 3.2.1 through 3.2.3, HDR will prepare a technical memorandum including assessment of: private or other governmental entity services; new types of partnerships and/or improvements to existing partnerships; and governmental entity services, programs or facilities to improve the overall COA solid waste system. HDR will submit a draft technical memorandum to COA staff for review (assumed to be 15 to 20 pages in length plus attachments); HDR will discuss and incorporate, as applicable COA staff comments into finalizing the technical memorandum (assume one draft and one final technical memorandum).

**3.3 Evaluate methods for improving local markets for recycled materials, regulating service providers, and establishing mechanisms for regional cooperation:**

- 3.3.1 Evaluate and Promote Materials Markets** – Conduct research on methods to encourage and promote markets for reclaimed and recycled materials, and the establishment and growth of local and small businesses (including minority- and women-owned businesses) that use reclaimed and recycled materials. Identify local manufacturers that can use and increase the use of reclaimed materials. Up to 10 local manufacturers will be profiled. Prepare a one-page summary for each profile documenting findings;
- 3.3.2 Evaluate and Recommend Promotion of Reclaimed/Recycled Materials** – Evaluate and recommend methods to promote the use of reclaimed and recycled materials in construction. Identify reclaimed materials appropriate for use in construction. Survey COA Public Works staff and three local contractors (four surveys total) to identify the feasibility of using reclaimed and recycled materials in construction. Prepare one-page summary for each survey documenting findings;



**3.3.3 Evaluate and Recommend Methods for Promotion of Producer “Take Back” Programs**

– Identify materials types appropriate for take back (such as pharmaceuticals, paint, batteries, fluorescent lamps, and food industry packaging). Document voluntary take back programs in other jurisdictions (up to five). Survey 10 local retailers (including pharmacies, hardware stores, and supermarkets) on the feasibility of accepting materials for takeback. Prepare a one-page summary for each survey documenting findings;

**3.3.4 Evaluate Mechanisms for Regulating Private Service Providers and Generators**

– Conduct research to determine: (1) what regulatory authority the COA has to control waste via fees (license/franchise); (2) how much authority COA can assert over generators of waste; and (3) what options are available to impress upon waste generators to encourage them to assist in creating/contributing to market development. Prepare a one-page summary for each of these three (3) mechanisms documenting findings;

**3.3.5 Evaluate Mechanisms for Regional Cooperation**

– Identify specific functions that would be appropriate to delegate to a regional body, including regional landfill capacity, regional facility development, technical assistance, and education and outreach programs. Summarize approaches, including but not limited to the formation of a regional solid waste management district (through state legislation) or joint power authority (through local agreements); formalizing and expanding the Capital Area Council of Governments (CAPCOG) role in solid waste planning; and the development of inter-agency or inter-local agreements between neighboring communities. Up to three (3) additional mechanisms will be evaluated by HDR, to be identified based on initial research and approval by COA staff. Prepare a one-page summary for each of these mechanism documenting findings;

**3.3.6 Cost/Benefit Analysis**

– Perform cost/benefit analysis of any recommendations made that require COA contributions or participation. Identify potential program costs, including staff costs, and potential diversion rates. Prepare summary table documenting costs and diversion; and

**3.3.7 Public Meetings**

– HDR will hold a second public meeting (as included in task 3.5) to present the preliminary findings and receive input on COA and private sector programs and potential partnerships and gather input for recommended methods and solutions to promote the use of reclaimed and recycled materials (assume costs included in task 3.5).

**3.3.8 Deliverables:**

**3.3.8.1 Prepare Draft and Final Market and Private Sector and Regional Cooperation and Cost/Benefit Analysis Recommendations**

– HDR will prepare and submit draft recommended methods to: 1) encourage and promote markets and 2) establish local businesses that use reclaimed and recycled materials; 3) regulate service providers and generators; and 4) establish regional cooperation. HDR will prepare a cost/benefit analysis and diversion estimate. HDR will discuss and incorporate, as applicable COA staff comments into finalizing the recommendations (assume one draft and one final technical memorandum).

### **3.4 Economic analysis including impact on rates and life-cycle pro forma:**

**3.4.1 Collect Economic Information** – Prepare information request and review current and historical (prior 5 years) budgets provided by COA staff, financial data for the SWS Department including actual spent amounts related to solid waste services; also collect and review current residential, commercial and industrial monthly solid waste rates provided by COA staff; and

**3.4.2 Conduct Economic Analysis** – Conduct an economic analysis and 50-year life-cycle pro forma related to the ISWMMP existing and proposed services, programs and facilities, showing how and when estimated costs and revenues would be incorporated and how they would impact the COA budget and residential, commercial and industrial monthly solid waste rates. The analysis will include a presentation of the new potential rates that include the impact of these new facilities, services and programs. A life-cycle pro forma includes all recurring and one-time (non-recurring) costs over the full life span (50 years as requested for this ISWMMP) of service and structure for the system. It includes all planning level capital costs, operating costs, maintenance and upgrade costs program and service costs, any decommissioning or costs for reuse. The pro forma will include any potential revenues to the system including estimated material and energy sales and any salvage value of equipment and facilities remaining during the 50-year period.

#### **3.4.3 Deliverables:**

**3.4.3.1 Prepare Draft and Final Economic Analysis Life-Cycle Pro Forma Technical Memorandum** – HDR will prepare a technical memorandum that provides an economic analysis and 50-year life-cycle pro forma related to the ISWMMP of the existing and proposed services, programs and facilities; HDR will submit a five to ten-page draft technical memorandum and pro forma spreadsheet to COA staff for review; HDR will discuss and incorporate, as applicable COA staff comments into finalizing the technical memorandum (assume one draft and one final technical memorandum).

### **3.5 Conduct public outreach:**

**3.5.1 Project Kick-Off Meeting and Project Progress Meetings** – Progress meetings between COA staff and HDR task managers including one “kick-off” meeting and 3 project progress meetings scheduled to coincide with the 3 public meetings.

**3.5.2 Conduct Public Outreach Meetings** – Up to 3 public meeting events (2 public meetings are listed above in previous tasks; 1 public meeting is listed below in this task), will be held to obtain input both early in the planning process, to assist in education efforts during and after a draft ISWMMP has been developed. The community may be engaged utilizing meetings with members of the following Boards and Commissions: Solid Waste Advisory Commission (SWAC), Resource Management Board, Sustainable Food Policy Board, and the Environmental Board.

#### **3.5.3 Deliverables:**

All public meetings will be structured as public workshops and will be made available for those that cannot attend through web accessed “live meetings” or webinars (assume webinars are hosted by COA). COA staff will update the appropriate boards and commissions on the public meetings and will invite representatives to the public meetings, as appropriate (assume COA staff will secure venues and provide audio visual equipment).

**3.5.3.1 Public Meetings Before Release of the Draft ISWMP** – HDR will hold 2 public meetings (as detailed in earlier tasks) early in the planning process to obtain stakeholder input regarding the need for new initiatives and facilities, and their willingness to pay for them; HDR will be available to schedule and hold separate key stake holder meetings if scheduled within a day of the public meetings;

**3.5.3.2 Public Meetings After Release of the Draft ISWMP** – HDR will hold 1 public meeting after a draft ISWMMP has been developed to obtain stakeholder input regarding the plan, and their willingness to pay for the planned new initiatives and facilities; HDR will be available to schedule and hold separate key stakeholder meetings if scheduled within a day of the public meeting;

**3.5.3.3 Draft and Final Outreach Materials** – HDR will assist COA staff with website content development or twitter updates, if appropriate, (assume one-page of content per meeting), public input meeting summaries, advertisement and educational materials development (assume one press release, meeting announcement, meeting agenda and PowerPoint presentation per meeting) and response to public comments throughout the public involvement process (assume compilation of a “Frequently Asked Questions” list and documentation of stakeholder input through meeting summaries) (assume one draft and one final of all outreach materials); and

**3.5.3.4 Maintain Stakeholder Database** – HDR will maintain a stakeholder database (in Microsoft Excel) and will update the database after each meeting based on the sign-up list distributed at each. HDR will e-mail meeting announcements to all stakeholders with e-mail addresses included in the database (assume two e-mail invitations prior to each meeting).

## **4. Final Deliverables**

### **4.1 Prepare Draft and Final ISWMMP:**

**4.1.1 Prepare Draft and Final ISWMMP** – HDR will prepare a draft ISWMMP using the information collected, reviewed, evaluated, prepared and accepted/approved in the tasks above. The content of the draft ISWMMP will be comprised of the assimilation of the content of the many deliverables provided under the prior tasks. The Draft will then be made available electronically to COA staff, for distribution to other agencies and stakeholders (as applicable) for their review. One (1) stakeholder meeting, as discussed above, including COA representatives and other agencies (as applicable) will be conducted to discuss their comments to the Draft ISWMMP. HDR will discuss these comments with COA staff via conference call and these comments will be incorporated into the COA Final ISWMMP as applicable and as agreed upon by COA staff and HDR. One hard copy (of the entire ISWMMP) and one electronic copy of the

Final ISWMMP will be made available to COA staff with copy rights to reproduce, copy, disseminate and or print (assume one draft and one final ISWMMP). Any presentation material prepared during the ISWMMP development period will also be made available to the COA staff. Additional supporting documentation to the ISWMMP is as follows in the deliverables below.

- 4.1.2 Prepare Draft and Final Funding and Financing Section of the ISWMMP** – As part of the complete ISWMMP document, HDR will prepare a draft and final funding and financing section, incorporating all of the economic analysis and rate impacts identified in task 3.4 and including the identification of additional sources of funding for COA services, including producer-based fees, consumer-based fees, hauler-based fees, generator-based fees, and facility-based fees. A discussion of the feasibility and the revenue-generating potential of these fees will be included. Based on the economic pro-forma developed in task 3.4, this section will also include a description of the planning level projected SWS Department capital and operating costs and revenues over the planning period. We assume that the information will be more detailed for the first 5 years of the plan and generalized through the remainder of the 50-year planning period.

Based on the historical and future projected planning level operating and capital costs, identify the potential impacts on the COA collection rates of the new policies, programs and facilities. Currently, residential solid waste collection rates include a standard base rate plus a cart charge based on the size of the solid waste collection cart. Unlimited recycling and yard trimming collection are included in the base rate at no additional charge. The resulting rates offer a “pay as you throw” incentive. Current commercial rates offer a similar incentive and include a base rate, plus a cart charge based on the number of carts and the frequency of collection. Commercial recycling is provided at no additional charge. For this analysis, we will model the potential impact of the costs of the new policies, programs and facilities to the base rates for both residential and commercial customers. Based on input from stakeholders and COA staff, we will identify two additional rate making approaches designed to incentivize waste prevention and recycling and model these costs using the rate approaches. For example, commercial customers in the City of San Francisco pay a standard volume-based rate for all services (solid waste, recycling and organics) and then are provided a rate reduction based on the volume converted from solid waste to diverted recyclables or organics. This approach provides an incentive for both: 1) diversion from waste to recycling and organics and 2) reduction of total waste generation.

**4.1.3 Deliverables:**

- 4.1.3.1 Electronic Copy of Supplemental Information** – All of the information collected, reviewed, evaluated and prepared in the tasks above will be provided to the COA staff in electronic format through Microsoft Project, Word, Excel and Access or Adobe Acrobat Pro;
- 4.1.3.2 Final and Draft ISWMMP Document, including Schedule Timeline** – HDR will develop a draft ISWMMP document including the funding and financing section and schedule timeline to be included as part of the ISWMMP based on the recommendations and analysis developed that coordinates all recommended services, programs and facilities. HDR will develop a draft schedule timeline to be included as part of the ISWMMP, projecting when new services, programs and

facilities will be needed and will be developed as part of the ISWMMP. HDR will submit a draft ISWMMP document including the schedule timeline to COA staff for review; HDR will discuss and incorporate, as applicable COA staff comments into finalizing plan (assume one draft and one final ISWMMP).

#### **4.2 Provide tools:**

**4.2.1 Provide Tools for ISWMMP Use** – The ISWMMP should be envisioned as a “dynamic” document that should be modified as appropriate to encompass new service, programs and facilities, adjust costs and diversion rates as planned services, programs and facilities are implemented. HDR will provide the tools developed by HDR in previous tasks to the COA/SWS staff to allow them to continue updating the ISWMMP. These tools will be developed using standard Microsoft software currently used by the COA staff, including Microsoft Project, Excel, Word and Access or Adobe Acrobat Pro.